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IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA

RECEIVED  
OKLAHOMA INSURANCE DEPARTMENT

JUL 26 2017

Legal Division

EASY PROPERTIES, LLC, a domestic )  
limited liability company, )

Plaintiff, )

v. )

CASE NO. CJ-17-160

USAA GENERAL INDEMNITY )  
COMPANY, a foreign insurance )  
corporation, )

Defendant. )

SUMMONS

TO: USAA General Indemnity Company  
Oklahoma Insurance Department  
Attn: Legal Division  
5 Corporate Plaza  
3625 N.W. 56<sup>th</sup> Street, Suite 100  
Oklahoma City, OK 73112

You have been sued by the above named Plaintiff, and you are directed to file a written answer to the attached Petition in the Court at the above address within forty-five (45) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiff.

Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 20 day of July, 2017.

Cindy Ledford, Court Clerk

(Seal)

By: Phyllis C. Curren  
DEPUTY COURT CLERK

Michael D. Parks, OBA #6904  
10 E. Washington  
P.O. Box 3220  
McAlester, OK 74502  
(918) 426-1818; (918) 426-1836 Fax  
ATTORNEY FOR THE PLAINTIFF,  
EASY PROPERTIES, LLC

THIS SUMMONS WAS SERVED ON \_\_\_\_\_  
(Date of Service)

By: \_\_\_\_\_  
(Signature of person serving Summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH  
THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY  
SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA

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IN DISTRICT COURT  
PITTSBURG COUNTY, OKLA

EASY PROPERTIES, LLC, a domestic  
limited liability company,

Plaintiff,

v.

USAA GENERAL INDEMNITY  
COMPANY, a foreign insurance  
corporation,

Defendant.

JUL 20 2017

CINDY LEDFORD

BY \_\_\_\_\_  
DEPUTY

CASE NO. CS-17-160

PETITION

COMES NOW the Plaintiff, Easy Properties, LLC, a domestic limited liability company,  
and for cause of action against the Defendant, USAA General Indemnity Company, alleges and  
states as follows:

1. The causes of action alleged herein arose in McAlester, Pittsburg County, Oklahoma.
2. Easy Properties, LLC, is a limited liability company organized and existing under the laws of the State of Oklahoma with its principal place of business located at 1809 Nightingale Circle, McAlester, Oklahoma 74501.
3. The Defendant, USAA General Indemnity Company, hereafter "USAA", is a foreign insurance company organized and existing under the law of the State of Texas with its principal place of business located at 9800 Fredericksburg Road, San Antonio, Texas 78288. USAA is licensed to sell insurance and do business in the State of Oklahoma. USAA may be served with process by service upon the

Oklahoma Insurance Department, Attn: Legal Division, 5 Corporate Plaza, 3526 N.W. 56<sup>th</sup> Street, Suite 100, Oklahoma City, Oklahoma 73112.

4. Prior to July 20, 2016, USAA was paid an insurance premium by Easy Properties, LLC, to insure a house located at 200 W. Coal Avenue, McAlester, Oklahoma 74501. USAA issued a policy of homeowners insurance, Policy No. 03186 26 21 90A, which was in full force and effect on July 20, 2016. Said policy of insurance named USAA as the insurer, Jeffrey S. Kirkpatrick and Geneva G. Kirkpatrick as the insured, and Easy Properties, LLC as the loss payee/mortgagee.
5. On or about July 20, 2016, a claim was made to USAA under the subject policy for water damage to the subject home.
6. USAA assigned an adjuster to the claim who inspected the loss.
7. On or about September 28, 2016, USAA provided a letter to the Plaintiff in which it stated the following:

“The adjuster inspected the loss. They provided an estimate for the water damage due to plumbing leaks. We discuss this with Mrs. Kirkpatrick. She advised the damage was reported to her previous insurance carrier and was paid for the repairs. We will not be able to extend any payment as the damage was previously claimed.”

8. On or about September 29, 2016, Michiko Briggs, an agent for Easy Properties, LLC, sent an email to the USAA adjuster, Elizabeth Verhoyen, in which she stated that she was denied a copy of the policy, and questioned why Easy Properties, LLC was not provided a copy of the policy since they were the lien holder, and why they were not notified when the claim was made.



9. On October 10, 2016, the attorney for Easy Properties, LLC, sent an email and letter to USAA, requesting a copy of the insurance policy and information about the previous claim allegedly made by Mrs. Kirkpatrick.
10. By letter dated October 27, 2016, USAA refused to provide Plaintiff a copy of the policy, and denied the claim for the following reason:

“We found the water damage was not due to active leak.”

11. USAA breached the insurance policy contract as follows:
  - a) Failure to timely pay the claim.
  - b) Failure to notify Plaintiff as the mortgagee/loss payee concerning payment of claims.
  - c) Failure to include the Plaintiff mortgagee/loss payee as a payee on any claim check that was issued.
12. USAA breached its implied covenant of good faith and fair dealing which it owed to the Plaintiff based on the following actions:
  - a) Providing 2 different reasons for the denial of the claim, which were inconsistent.
  - b) Failure to provide Plaintiff a copy of the insurance policy.
  - c) Failure to timely pay the claim to the Plaintiff as mortgagee.
  - d) Failure to include the Plaintiff as payee on any checks issued for previous claims.
  - e) Failure to do an improper and incomplete investigation.
  - f) Making statements to the agents of the Plaintiff which were untrue.

13. The actions of USAA were grossly negligent, willful, wanton, and in reckless disregard of the rights of the Plaintiff, from which malice can be inferred, so that USAA should be required to pay Plaintiff punitive damages.


14. As a result of the breach of contract and bad faith by USAA, Plaintiff is entitled to damages from the Defendant in an amount to be proved at trial, which will exceed the amount of \$75,000.00, the amount which is necessary for diversity jurisdiction in Federal Courts of the United States pursuant to 28 U.S.C. § 1332.

WHEREFORE, premises considered, the Plaintiff, Easy Properties, LLC, prays for judgment against the Defendant, USAA General Indemnity Company, in an amount which will be proven at trial but which is in excess of \$75,000.00, the amount required for Federal Court jurisdiction in the District Courts of the United States, 28 U.S.C. § 1332, together with costs, a reasonable attorney fee, and such further and other relief to which they may show themselves entitled.

Respectfully Submitted,

ATTORNEY'S LIEN CLAIMED

By:

  
Michael D. Parks, OBA #6904  
10 E. Washington, Suite 102  
P.O. Box 3220  
McAlester, OK 74502  
(918) 426-1818; (918) 426-1836 FAX  
ATTORNEY FOR PLAINTIFF  
EASY PROPERTIES, LLC

**CERTIFIED MAIL®**

**JOHN D. DOAK**

**Insurance Commis**  
Oklahoma Insurance Def  
5 Corporate Plaza  
3625 N.W. 56th St., Ste.  
Oklahoma City, OK 73111



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